

INFORMATION TO OFFERORS OR QUOTERS

SECTION A - COVER SHEET

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP0750-04-R-2726	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 30px;"></td><td>a. INVITATION FOR BID (IFB)</td></tr><tr><td style="text-align: center;">X</td><td>b. REQUEST FOR PROPOSAL(RFP)</td></tr><tr><td></td><td>c. REQUEST FOR QUOTATION (RFQ)</td></tr></table>		a. INVITATION FOR BID (IFB)	X	b. REQUEST FOR PROPOSAL(RFP)		c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE 2004 MAR 22 1:00 PM
	a. INVITATION FOR BID (IFB)							
X	b. REQUEST FOR PROPOSAL(RFP)							
	c. REQUEST FOR QUOTATION (RFQ)							

INSTRUCTIONS

Note: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code) Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010	5. ITEMS TO BE PURCHASED (Brief description) 2815-01-440-4426 KIT, RETROFIT. T
--	--

6. PROCUREMENT INFORMATION (X and complete as applicable)	
X	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) Julia M. Lewis, PLLEBC1	b. ADDRESS (Include Zip Code) Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010
c. TELEPHONE NUMBER (Include Area Code and Extension) (614) 692-1097	d. E-MAIL ADDRESS Julie.Lewis@dla.mil

9. REASONS FOR NO RESPONSE (X all that apply)			
	a. CANNOT COMPLY WITH SPECIFICATIONS		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	b. UNABLE TO IDENTIFY THE ITEM(S)		e. OTHER (Specify)
	c. CANNOT MEET DELIVERY REQUIREMENT		

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/>	DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
-------------------	-------------------------------

c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0750-04-R-2726	
DATE (YYMMDD)	LOCAL TIME
2004 MAR 22	1:00 PM

TO Defense Supply Center Columbus
ATTN: DSCC-PBA (Bldg. 20, Room A2S116)
3990 E. Broad St.
P.O. Box 16653
Columbus, OH 43216-5009

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➔		RATING DOC9		PAGE OF PAGES 1 24	
2. CONTRACT NO.		3. SOLICITATION NO. SP0750-04-R-2726		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2004 FEB 20	
						6. REQUISITION/PURCHASE NO. YPC04028000545	
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0700		8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2S116) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers—See Block 9			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 MAR 22
(Hour) (Date)

FAX Number(s): (614) 692-4275

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➔	A. NAME Julia M. Lewis, PLLEBC1	
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1097 / FAX: (614)692-1488	C. E-MAIL ADDRESS Julie.Lewis@dlm.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	13
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	18
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	11	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	19
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	12	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	21
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	22
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10. CALENDAR DAYS %	20. CALENDAR DAYS %	30. CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ➔)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
15D. FAX NO.				18. OFFER DATE	
				15E. E-MAIL ADDRESS	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➔ ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

SECTION B

PR: YPC04028000545
NSN: 2815-01-440-4426

ITEM DESCRIPTION:

KIT, RETROFIT. TO CONVERT MEP16 A&C TO 7 HP
DIESEL ENGINE.
CONTRACTOR SHALL OVERPACK ONE CURRENT COMMERCIAL
PARTS CATALOG AND SERVICE MANUAL FOR THE YANMAR
DIESEL AND ONE MODIFICATION WORK ORDER (MWO)
#MWO 96-13013-MEP-01 AND ONE TECHNICAL MANUAL
SUPPLEMENT WITH EACH KIT. MASTER COPIES FOR
REPRODUCTION OF THE MWO AND THE TECHNICAL
SUPPLEMENT CAN BE OBTAINED FROM DSCC-PAPB
ATTN: DALE JOHNSON 614-692-7058.
EXCEPTION 96-13018 NOTE 4, FINISH USING PRIMER
MIL-P-53022 TOP COAT MIL-C-46168 GREEN 383.
EXCEPTION TO DRAWING 96-13014, REV.B. NOTES 4,
5 AND 6 NO LONGER APPLY.

IF AQLS ARE LISTED IN THE SPECIFICATION(S)
OR DRAWING(S) THEY MAY BE USED TO ESTABLISH THE
AUTHORIZED SAMPLE SIZE, HOWEVER, THE ACCEPTANCE
NUMBER FOR THIS CONTRACT IS ZERO; I.E., THIS
CONTRACT REQUIRES A SAMPLING PLAN THAT ACCEPTS
ON ZERO DEFECTS AND REJECTS ON ONE OR MORE
DEFECT(S).

'CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE
USED NOR INCORPORATED IN ANY ITEMS TO BE
DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION
SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT
DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS.
SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR
APPROVAL UNLESS THEY ARE AUTHORIZED BY THE
SPECIFICATION REQUIREMENTS.'

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

FULL AND OPEN COMPETITION APPLIES.

I/A/W DRAWING NR 30554 96-13000
REFNO DTD 1997 SEP 01
AMEND NR A DTD 1999 JUN 21
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 30554 96-13001
REFNO DTD 1997 SEP 01
AMEND NR A DTD 1997 SEP 01
TYPE NUMBER:
'ALTERED ITEM'

I/A/W DRAWING NR 30554 96-13004
REFNO DTD 1997 SEP 01
AMEND NR DTD 19
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13005
REFNO DTD 1997 SEP 01
AMEND NR DTD 19
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13006
REFNO DTD 1997 SEP 01
AMEND NR DTD 19
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13009
REFNO DTD 1997 SEP 01
AMEND NR A DTD 2003 JUL 16
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13012
REFNO DTD 1997 SEP 01
AMEND NR DTD 20
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13013
BASIC DTD 1997 SEP 01
AMEND NR E DTD 2003 JUL 16
TYPE NUMBER:
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13014
REFNO DTD 1997 JUL 21
AMEND NR B DTD 2003 JUL 16
TYPE NUMBER:
'SPECIFICATION CONTROL'

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 30554 96-13017

REFNO DTD 1998 MAR 09

AMEND NR A DTD 1999 JUN 17

TYPE NUMBER:

'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13018

REFNO DTD 1998 MAR 09

AMEND NR A DTD 1999 JUN 17

TYPE NUMBER:

'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 96-13019

REFNO DTD 1998 MAR 09

AMEND NR A DTD 1999 JUN 17

TYPE NUMBER:

'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 30554 D96-13017-000B

REFNO DTD 1998 MAR 09

AMEND NR A DTD 1999 OCT 26

TYPE NUMBER:

'CHANGE NOTICE TO A BASIC DOCUMENT/
ENGINEERING CHANGE PROPOSAL/ENGINEERING ORDER'

I/A/W DRAWING NR 97403 13211E4854

REFNO DTD 1968 FEB 09

AMEND NR J DTD 1982 APR 30

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13217E3698

REFNO DTD 1971 DEC 08

AMEND NR A DTD 1982 APR 30

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13217E3700

REFNO DTD 1969 SEP 10

AMEND NR A DTD 1982 APR 30

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13217E3701

REFNO DTD 1981 SEP 23

AMEND NR G DTD 1988 SEP 16

TYPE NUMBER: REGULATOR

'DETAILED DRAWING (ONE ITEM)'

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 97403 13217E3704
REFNO DTD 1968 JUN 20
AMEND NR B DTD 1982 APR 30
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13217E3708
REFNO DTD 1969 OCT 31
AMEND NR B DTD 1983 JAN 17
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13218E5005
REFNO DTD 1969 SEP 09
AMEND NR C DTD 1982 APR 30
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E0436
REFNO DTD 1971 MAR 03
AMEND NR A DTD 1982 JAN 01
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E0883
REFNO DTD 1971 APR 22
AMEND NR K DTD 1992 APR 22
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E0884
REFNO DTD 1971 APR 22
AMEND NR H DTD 1991 MAY 11
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E0885
REFNO DTD 1971 APR 22
AMEND NR B DTD 1983 JUN 19
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E0886
REFNO DTD 1971 APR 22
AMEND NR A DTD 1982 APR 30
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 97403 13219E0887
REFNO DTD 1971 APR 22
AMEND NR C DTD 1982 APR 30
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E0888
REFNO DTD 1971 APR 22
AMEND NR C DTD 1989 NOV 14
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E0889
REFNO DTD 1971 APR 22
AMEND NR G DTD 1992 JUN 22
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E0890
REFNO DTD 1971 APR 22
AMEND NR A DTD 1981 MAY 14
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E0891
REFNO DTD 1971 MAR 18
AMEND NR DTD 19
TYPE NUMBER: REGULATOR
'ALTERED ITEM'

I/A/W DRAWING NR 97403 13219E0892
REFNO DTD 1971 MAR 18
AMEND NR B DTD 1991 MAR 11
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E0893
REFNO DTD 1971 MAR 18
AMEND NR A DTD 1972 AUG 25
TYPE NUMBER: REGULATOR
'ALTERED ITEM'

I/A/W DRAWING NR 97403 13219E0894
REFNO DTD 1971 APR 22
AMEND NR B DTD 1992 JUN 22
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

CONTINUED ON NEXT PAGE

SECTION B

I/A/W DRAWING NR 97403 13219E0895

REFNO DTD 1971 APR 22

AMEND NR A DTD 1982 APR 30

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E0896

REFNO DTD 1971 APR 22

AMEND NR A DTD 1992 SEP 03

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E0897

REFNO DTD 1971 APR 22

AMEND NR DTD 19

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E1000

REFNO DTD 1971 MAR 18

AMEND NR DTD 19

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E1001

REFNO DTD 1971 MAR 18

AMEND NR DTD 19

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E1002

REFNO DTD 1971 MAR 18

AMEND NR A DTD 1987 SEP 08

TYPE NUMBER: REGULATOR

'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13219E1003

REFNO DTD 1971 MAR 18

AMEND NR A DTD 1972 AUG 25

TYPE NUMBER: REGULATOR

SOURCE CONTROL DRAWING

I/A/W DRAWING NR 97403 13219E1039

REFNO DTD 1971 APR 22

AMEND NR B DTD 1975 NOV 03

TYPE NUMBER: REGULATOR

'DETAILED DRAWING (ONE ITEM)'

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

8

24

SECTION B

I/A/W DRAWING NR 97403 13219E1040
REFNO DTD 1971 APR 22
AMEND NR A DTD 1973 AUG 08
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13219E9739
REFNO DTD 1972 AUG 10
AMEND NR DTD 19
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13226E0088
REFNO DTD 1981 SEP 23
AMEND NR A DTD 1992 SEP 03
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13226E0089
REFNO DTD 1981 SEP 22
AMEND NR A DTD 1982 JAN 01
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

I/A/W DRAWING NR 97403 13226E0090
REFNO DTD 1981 SEP 22
AMEND NR A DTD 1989 JAN 01
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13226E2216
REFNO DTD 1982 AUG 23
AMEND NR DTD 19
TYPE NUMBER: REGULATOR
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 97403 13228E1862
REFNO DTD 1986 AUG 26
AMEND NR DTD 19
TYPE NUMBER: REGULATOR
'SPECIFICATION CONTROL'

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPC04028000545	0001	59	KT	\$ _____	\$ _____

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

CONTINUED ON NEXT PAGE

SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:

UNIT CONT = XX: OPI = O:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E

DATED 3029

SUPPLEMENTAL INSTRUCTIONS

'PRESERVATION & PACKAGING SHALL BE
I/A/W THE LATEST REVISION OF FEDERAL
SPECIFICATION MIL-STD-2073 APPENDIX D,
FOR PACKAGING OF 'KITS'.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR
CODING IN ACCORDANCE WITH AIM BC1.

PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

10

24

SECTION B

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	YPC04028000545	0002	15	KT	\$ _____	\$ _____

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP

PROJ

This solicitation includes an option quantity in accordance with the Option Clause(s) contained in this solicitation. Offerors shall insert the price below which may be exercised as specified in the clause. Failure to submit an offer on the option quantity may result in rejection of the bid/offer.

Item 5001

Maximum option quantity for NSN: 2815-01-440-4426

Option Qty: 74 KT Offered Option Unit Price \$ _____

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

11

24

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>

The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp.htm>

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

- (a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
- (b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
- (c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolization and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscclia.mil/Offices/Packaging/Forms.html.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLA 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

- (a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.
- (b) Inspection prior to shipment will be based on the following:
- (1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
- (2) For CLIN(S) described by manufacturer's name/code and part number,
- (i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.
- (ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.
- (3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.
- Note:** Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

- () Same as Offeror
Applicable to CLIN(s):

CONTINUED ON NEXT-PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

12

24

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

PACKAGING

() Same as Offeror
Applicable to CLIN(s):

() Same as above

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)**E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)****E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)**

This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)**E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)****E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)****SECTION F****F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE**

FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)
FAR 52.242-15 - Stop-Work Order (AUG 1989)
FAR 52.242-17 - Government Delay of Work (APR 1984)
FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)
FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)
FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)
FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)
FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)
FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

13

24

pounds, use AIR FREIGHT and specify AIR on the invoice.
EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F20 - REQUIRED DELIVERY WITH DELIVERY EVALUATION FACTOR (DSCC 52.211-9C09) (OCT 1999)

(a) This clause applies to CLIN(s) 0001-0002

The Government's intent is to meet the Required Delivery Schedule at the best possible price. Offers will be evaluated in accordance with Provision M26, Delivery Evaluation Factor (DEF).

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE
(Contracting Officer to insert specific details)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
01-02	74	60

It is intended to award without discussions regarding delivery; therefore, it is in the offeror's best interest to provide the best delivery. If the offeror proposes no other delivery schedule below, the Required Delivery Schedule will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
----------	----------	------------------------------------

(b) Application of the Delivery Evaluation Factor set forth below in (c) may result in award to other than the lowest priced acceptable offeror. (e.g., award to an offeror with a higher offered price and a better/shorter delivery schedule). The formula reflected below is used in DEF calculations and is for evaluation purposes only. This calculation is applied to each line (CLIN and subCLIN) for which an offer has been made. The total amount for each line (CLIN and subCLIN) is added together for each offer received.

[Total Offered Price per line x Evaluation Factor] x [Offered Delivery per line - Govt's Required Delivery] + Price Adjustment per line = Evaluated Offer per Line

(c) If a DEF award is made based on paying a DEF price differential and the delivery/ship date is made after the contract due date (CDD) because of a contractor-caused delay, the award price may be automatically reduced for late delivery using the Award Reduction Formula reflected below. In this circumstance, recoupment/consideration may also be required. When calculating the recoupment/consideration amount, the applicable DEF factor reflected in the solicitation will be used.

Unit Price x Evaluation Factor (See Clause F20a) x Delinquent Quantity x Number of Days Delinquent + Administrative Costs (when applicable)

Reductions may be up to, but not exceeding 25% of the total contract price or 150% of the price differential, whichever is greater, plus the administrative cost(s) of modifying the contract to provide for a revised delivery schedule.

(d) This clause does not affect or limit the Government's right under the Default Clause of this contract.

(e) Attention is directed to the contract award provision of the solicitation which provides that a written award or acceptance of an offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the award date on the contract, in lieu of the date the written notice of award is received from the Contracting Officer through the ordinary mails. The Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails.

NOTE: Unless otherwise specified in the individual solicitation or contract, ACCELERATED DELIVERY is acceptable and desired at no additional cost to the Government.

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)**SECTION H****H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7005)**

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number, Component, or Element:

SECTION I**I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.202-1 - Definitions (DEC 2001)
FAR 52.203-3 - Gratuities (APR 1984)
FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)
FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified information is required.)
FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-5 - Material Requirements (AUG 2000)
FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (OCT 1997)
FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
FAR 52.215-12 - Subcontractor Cost or Pricing Data

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	Solicitation Number: SP0750-04-R-2726	PAGE OF PAGES 14 24
(> \$550,000) (OCT 1997) FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997) FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997) FAR 52.215-15 - Pension Adjustments and Asset Reversions (> \$550,000) (JAN 2004) FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997) FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (> \$550,000) (OCT 1997) FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997) FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000) FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001) FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999) FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997) FAR 52.222-3 - Convict Labor (JUN 2003) FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000) FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (JAN 2004) FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996) FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999) FAR 52.222-26 - Equal Opportunity (APR 2002) FAR 52.222-29 - Notification of Visa Denial (JUN 2003) FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998) FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Applicable with FAR 52.222-35) FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001) FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13) FAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2003) FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000) FAR 52.227-1 - Authorization and Consent (JUL 1995) FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003) FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003) FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998) FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998) FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992) FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999) FAR 52.232-1 - Payments (APR 1984) FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002) FAR 52.232-11 - Extras (APR 1984) FAR 52.232-17 - Interest (JUN 1996) FAR 52.232-23 - Assignment of Claims (JAN 1986) FAR 52.232-25 - Prompt Payment (OCT 2003) FAR 52.233-1 - Disputes (JUL 2002), Alternate I (DEC 1991) FAR 52.233-3 - Protest After Award (AUG 1996) FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003) FAR 52.242-13 - Bankruptcy (JUL 1995) FAR 52.243-1 - Changes Fixed-Price (Aug 1987) FAR 52.244-2 - Subcontracts (AUG 1998) FAR 52.244-5 - Competition in Subcontracting (DEC 1996) FAR 52.245-1 - Property Records (APR 1984) FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984) FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984) FAR 52.246-28 - Limitation of Liability (FEB 1997) FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984) FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003) FAR 52.248-1 - Value Engineering (FEB 2000) FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II FAR 52.249-8 - Default (APR 1984) FAR 52.253-1 - Computer Generated Forms (JAN 1991)	DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999) DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991) DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991) DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992) DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991) DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995) DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991) DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1998) DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996) DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994) DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991) DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988) DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003) DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003) DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003) DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002) DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003) DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003) DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003) DFARS 252.225-7021 - Trade Agreements (Over \$175,000) (JAN 2004) DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003) DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003) DFARS 252.225-7036 - Buy American Act-Free Trade Agreements - Balance of Payments Program (JAN 2004) DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003) DFARS 252.225-7041 - Correspondence in English Language (JUN 1997) DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003) DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991) DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997) DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997) DFARS 252.242-7000 - Post Award Conference (DEC 1991) DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991) DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000) DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991) I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002) I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003) I10a - CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003) I11 - ALTERNATE A, FAR 52.204-7 (DFARS 252.204-7004) - (NOV 2003) I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001) (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted	
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

15

24

negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. the documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here
()

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000)
(APR 2002)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No ()

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes () No ()

If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes () No (); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes () No ()

If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.

Yes () No () If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes

() No () (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Page Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No () If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

16

24

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ())

() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific

performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I18 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)

I30 - OPTIONS FOR INCREASED QUANTITY (DSCC 52.217-9C03) (OCT 2001)

(a) The Government may require delivery of additional supplies in accordance with the CLIN(S) identified as Option CLIN(S) in Section B.

(b) The option may be exercised in one or more increments at the time of award and after award during the period of the contract delivery schedule minus 14 days. The total amount of supplies ordered under this option will not exceed the maximum specified in Section B but may be less than the maximum amount. A written notice mailed or otherwise furnished by the DSCC contracting officer to the contractor within the time specified shall constitute an exercise of the option. Delivery schedule is defined as follows:

(1) The delivery schedule means a period of time from the date of award to the last scheduled delivery date of any CLIN, including CLINs added by modification (other than option exercises) as stated in the modification.

(2) Modifications extending the delivery schedule shall be interpreted as extending the option period, unless otherwise stated in the modification.

(3) Modifications accelerating the delivery schedule shall NOT be interpreted as reducing the option period, unless otherwise stated in the modification.

(c) Prior to option exercise, the contractor voluntarily may reduce option price or improve delivery time by written notice to the contracting officer.

(d) Delivery of supplies ordered pursuant to this clause shall be required within the same number of days as the original contract quantity, computed from date of option exercise. However, if First Article Testing is required under the contract and the First Article Test has been waived or passed at time of award of the option, delivery time for option quantities shall be reduced by the amount of time specified for reduction based upon FAT waiver as specified under contract clauses I43a or I44a. If additional time is required for delivery of the option quantity the contractor must submit a written request to the contracting officer within 10 days after receipt of option notice.

(e) If the specifications are changed prior to option exercise or if the option exercise specifies different delivery points or packing requirements other than stated in the contract, the price and delivery time for the option exercise quantity shall be subject to adjustment under the clause entitled 'Changes'.

(f) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE: FAILURE TO SUBMIT AN OFFER ON THE OPTION CLIN(S) IN SECTION B MAY RESULT IN REJECTION OF BID/OFFER.

I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003) (JAN 2004)

(a) Definitions. As used in this clause-

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

17

24

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATIONNO. (If none, insert 'None')

I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(b) (2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

CERTIFICATION

I, _____
(name of certifier),
am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

WARNING

Contains (or manufactured with, if applicable

* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (JAN 2004)

I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)

(e) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:

Contract Description:

Line Items:

Quantity:

Total:

I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for

any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

18

24

I180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)
(APR 1984)

the last page of the Continuation Sheet will not reflect the
actual number of pages in the award document.

I106 - REQUESTS FOR EQUITABLE ADJUSTMENT
(DFARS 252.243-7002) (MAR 1998)

CONTINUED ON NEXT PAGE

I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

I116 - PROGRESS PAYMENTS (FAR 52.232-16) (APR 2003)

(1) Due date. The designated payment office will make progress payments on the 7th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

- () ALTERNATE I (MAR 2000)
- () ALTERNATE II (APR 2003)
- () ALTERNATE III (APR 2000)

I125 - DOD PROGRESS PAYMENT RATES (DFARS 252.232-7004)
(OCT 2001)

SECTION J

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.

ATCH, FM NO.	NAME	DATE
(x) DD FM 1707	Information to (Cover Sheet)	
Offerors or Quoters	MAR 90	
(x) SF 33	Solicitation, Offer and Award	Rev
4-85		
(x) ---	Section B	---
(x) ---	Sections C through M	---
() ---	Interim Amend. No.	
() ---	Quality Assurance Provision (QAP)	---
No.		
() SF 1448	Proposal Cover Sheet (Cost or	
Pricing Data Not Required)	10-95	
() DSCC		
FM 1650	Freight Shipping Information	
- Mode of Shipment	AUG 73	
() Form		
CASB-CMF	Facilities Capital Cost of Money	
Factors	----	
() DD		
Form 1861	Contract Facilities Capital Cost	
of Money	APR 95	
()		
()		
()		
() DD FM 1423	Contract Data Requirement List	JUN 90
EXHIBIT No.	---	
w/ATCH No.	---	
EXHIBIT No.	---	
w/ATCH No.	---	
EXHIBIT No.	---	
w/ATCH No.	---	
EXHIBIT No.	---	
w/ATCH No.	---	
() DD FM 254	Contract Security Classification	
Specification	DEC 99	

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND
ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be
deleted from any resulting award per FAR 15.204-1. Therefore,
the page numbers indicated on the front-of the award and on

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

19

24

SECTION K

K01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FAR 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (Over \$100,000)

DFARS 252.209-7001 - Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998) (Over \$100,000)

DFARS 252.225-7031 - Secondary Arab Boycott of Israel (Apr 03)

DFARS 252.225-7042 - Authorization to Perform (Apr 03)

K04 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

K06 - TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

d. Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because:
- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- () Offeror is an agency or instrumentality of a foreign government;
- () Offeror is an agency or instrumentality of a Federal, state, or local government;
- () Other. State basis.

e. Type of Organization.

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____

f. Common Parent.

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:
- Name: _____

TIN: _____

K07 - WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

(b) Representation. The offeror represents that it () is a women-owned business concern.

K08 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)

K11 - ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for

applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations

Item	Quantity	Price Quotation	Total
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that --
- (i) The Offeror and/or any of its Principals --
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K14 - DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

K23 - PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (street address, city, state, county, zip code)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.

K27 - SMALL BUSINESS PROGRAM REPRESENTATION (FAR 52.219-1) (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992
- (2) The small business size standard is 1000

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

20

24

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

() **ALTERNATE I (APR 2002)**

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. (The offeror shall check the category in which its ownership falls):

- () Black American.
() Hispanic American.
() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
() Individual/concern, other than one of the preceding.

K33 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that --

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
(b) It () has, () has not filed all required compliance reports; and
(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K34 - AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that
(a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

NOTE: Offeror represents that he () has, () has not, 50 or more employees.

K36 - RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

K42 - BUY AMERICAN ACT - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035) (JAN 2004)

(c) Certifications.

(1) For all line items subject to the Buy American Act -- Free Trade Agreements - Balance of Payments Program clause of this solicitation, the offeror certifies that--
(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product;

and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror shall identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canadian) end products:

Line Item Number: _____

Country of Origin: _____

(ii) The Offeror certifies that the following supplies are FTA country end products:

Line Item Number: _____

Country of Origin: _____

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products

Line Item Number: _____

Country of Origin: _____

() **ALTERNATE I (JAN 2004)**

K43 - ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

K47 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

(b) Representation. The Offeror represents that it --
() Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
() Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K48 - TRADE AGREEMENTS CERTIFICATE (DFARS 252.225-7020) (JAN 2004)

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or FTA country end product.

(2) The following supplies are other nondesignated country end products:

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

21

24

line item number country of origin

**K51 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.223-13) (AUG 2003)**

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirement because each such facility is exempt for at least one of the following reasons:

[Check each block that is applicable.]

- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System (NAICS) sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The facility is not located in the United States or its outlying areas.

K53 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18) (FEB 2001)

Listed End Product: RUBBER

Listed Countries of Origin: BURMA

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

SECTION L**L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of the provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a provision may be accessed electronically at the <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.211-14 - Notice of Priority Rating for National Defense Use (SEP 1990)

FAR 52.215-16 - Facilities Capital Cost of Money (JUN 2003)

FAR 52.216-27 - Single or Multiple Awards (IQC) (OCT 1995)

FAR 52.222-24 - Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (\$10m)

FAR 52.232-13 - Notice of Progress Payments (APR 1984)

FAR 52.247-45 - F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)

FAR 52.247-46 - Shipping Point(s) Used in Evaluation of F.O.B. Origin Offers (APR 1984)

DFARS 252.206-7000 - Domestic Source Restriction (DEC 1991)

**L02 - INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS
(FAR 52.215-1) (JAN 2004)**

() ALTERNATE I (OCT 1997)

(x) ALTERNATE II (OCT 1997)

L03 - AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L. (FAR 52.211-2) (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>

or

(b) By submitting a request to the --
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2179
Facsimile (215) 697-1462

**L07 - AVAILABILITY OF DRAWINGS (DSCC 52.211-9C13)
(JAN 2003)**

The primary source for drawings, which support DSCC solicitations, is the DSCC Bid set Interface (DBI) website. The website is available through the DSCC Internet Bid Board System (DIBBS). All drawings available on the DBI website must be viewed and/or downloaded from the website. Requests for hard copy or CD-ROM copies of drawings that are available on DBI will be returned unprocessed.

Request for drawings that are listed on the DBI, as 'Restricted, Available to Authorized Vendors only', must be ordered by clicking on the 'Order via CD-ROM'. An automated order form will appear with the Solicitation #, Return by Date and NSN populating the first three fields or the form for your convenience. It is important that the 'Certification # and Certification Date' are completed on the form. Failure to provide complete information will cause delays in issuance of the requested drawing(s). All requests for restricted drawings will be provided on CD-ROM. Allow seven days for receipt of the CD. If you have any questions about your order after seven days call 614-692-1204.

To assist us in operating this website feature, we have established a vendor-interactive e-mail address at [dbi-drawings\(at\)dsccl.dla.mil](mailto:dbi-drawings(at)dsccl.dla.mil). If you are reading solicitations and accessing available bid sets and discover a discrepancy between what is listed in the 'Item Description' of the solicitation and what is available in the bid set drawing list, we request that you send an e-mail message describing the discrepancy. You may advise us in instances such as, 'wrong revision level in the DBI', 'drawing(s) in the solicitation, but none in DBI', or 'additional drawings in the solicitation and not available in DBI'.

CAUTIONARY NOTE: It is your responsibility to make sure that you obtain and use the drawings and revision levels that are called out in the solicitation.

If you have any questions about the operation of the DBI website (drawing questions only), call 614-692-3207 or 614-692-1204.

FOR LONG TERM CONTRACTS, WITH MULTIPLE NSNS, THAT REQUIRE DRAWINGS.

To obtain the CD-ROM drawings contact the Long Term Contract Drawing Monitor via email: [Leonard.gutter\(at\)dsccl.dla.mil](mailto:Leonard.gutter(at)dsccl.dla.mil). Questions or comments may be directed to Leonard Gutter at 614-692-2306.

Government Specification can be acquired through the

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

22

24

Acquisition Streamlining and Standardization Information System (ASSIST) at <http://astimage.daps.dla.mil.quicksearch/>.

The Government does not supply Commercial (non-government) Specification and Standards. It is the responsibility of the contractor to obtain these.

L09 - CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9003) (APR 2002)

(a) Definition.

'Surplus material,' as used in this provision, has the same meaning as in the clause at 52.211-9000, Government Surplus Material.

(b) The Agency will evaluate an offer of surplus material when the Contracting Officer determines the Offeror is otherwise in line for award, after adding the cost of evaluation (\$200 for internal evaluation and, if applicable, an additional \$500 for each Engineering Support Activity (ESA) evaluation, plus any additional fees required for special testing and/or inspection).

(c) When an offer is for a quantity less than the solicited quantity, the contracting officer will consider the \$500 cost of issuing and administering more than one award. The contracting officer will also consider the anticipated impact on the unit price of the remaining quantity, to determine the total cost to the Government.

L11 - FACSIMILE PROPOSALS (FAR 52.215-5) (OCT 1997)

(c) The telephone number of receiving facsimile equipment is:

A/C 614-692-4275

L16 - COMMERCIAL SALES DATA (DSCC 52.215-9C05) (NOV 1981)

To establish reasonableness of prices offered, offerors must furnish the following data:

(1) The supplies offered () are () are not sold for commercial use for which there () is () is not an established price, identified below:

Price List No.	Date	Page & U.P. of Item
----------------	------	---------------------

(2) If made, commercial sales are % of total sales and unit price () does () does not vary with quantity ordered as follows:

(State ordering ranges and prices.)

L18 - TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a

(x) FIRM FIXED PRICE
() FIRM FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT
()

resulting from this solicitation.

L20 - MANUFACTURING OR PRODUCTION INFORMATION (DLAD 52.217-9003) (FEB 1996)

L24 - SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CONTRACTING OFFICER: Floyd Spencer
DSCC-LEBC
P.O. Box 16704
Columbus, OH 43216-5010

TELEPHONE: (614) 692-2427

(b) The copy of any protest shall be received in the office

designated above within one day of filing a protest with the GAO.

L25 - AGENCY PROTESTS (DLAD 52.233-9000) (SEP 1999)

L27 - GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (DSCC 52.245-9C03) (APR 1985)

L28 - AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

SECTION M

M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FAR 52.247-47 - Evaluation - F.O.B. Origin (JUN 2003)
FAR 52.247-49 - Destination Unknown (APR 1984)
DFARS 252.225-7032 - Waiver of United Kingdom Levies (APR 2003)
DFARS 252.225-7037 - Evaluation of Offers for Air Circuit Breakers (APR 2003)

M07 - AUTOMATED BEST VALUE SYSTEM (ABVS) (DSCC 52.215-9C10) (NOV 2003)

(a) Award will be made to the offeror(s) whose offer(s) conforms to the solicitation requirements and represents the best value to the Government. An award may be made to other than the lowest priced, technically acceptable, responsible offeror(s). Price, offered delivery, and past performance will be evaluated equally when making a comparative assessment

of offers. The past performance factor will consider quality and delivery to be of equal value.

(b) Past Performance:

(1) Past performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA). ** Overall performance is evaluated as is performance in each Federal Supply Class (FSC). This information is used to generate ABVS ratings which are based on the following indicators:

Delivery Delinquencies

- Number
- Severity
- Contractor caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the Contract Delivery Date (CDD). Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

Quality Complaints

- Product Nonconformances/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality rating period excludes the most recent 30 days. Repair, replacement, or reimbursement of quality and packaging defects will not provide relief of negative ABVS data.

**The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in July 2002.

Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

23

24

which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at: <https://www.webflis.dlis.dla.mil/WEBFLIS/ASPScripts/PublicBSM.asp>. Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Supplier Information Resource Center at <http://www.dla.mil/j-6/bsm/sirc/>

NOTE: The above 60 and 30 day offset periods are NOT grace periods. Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance.

(2) An offeror's past performance is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the FSC score. A vendor's overall score may be evaluated when a satisfactory measure of confidence cannot be obtained from the FSC score or if a vendor has no FSC score. The Contracting Officer may also take into consideration any other available and relevant past performance data.

(3) An offeror with no performance history in any FSC procured by DLA will be identified as a new offeror and will not be scored by ABVS on performance. However, any other available and relevant past performance data may be considered in rendering an award decision. Regardless, the status of being a new offeror will not be grounds for disqualification for an award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

(4) ABVS ratings do not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.

(5) By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dsccl.dla.mil>), each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

Mail requests to: Defense Supply Center, Columbus
ATTN: DSCC-PAMB
P. O. Box 3990
Columbus OH 43216-5010
Telephone Numbers: (614) 692-1381
(614) 692-3383
Facsimile (FAX) Number: (614) 692-4170

(6) When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

(c) Price. In making an award decision, the Government may consider price as follows:

(1) Offered Price - The Government will evaluate the reasonableness of the offered price after a price analysis of offers is performed.

(2) Evaluated Price - If required, the evaluation process may include the Delivery Evaluation Factor (DEF), the Small Disadvantaged Business Concerns (SDBC) preference, and/or any other applicable price evaluation factor(s).

(d) Delivery. The quoted delivery will be evaluated in comparison with the delivery required on the solicitation.

(e) General Basis for Award. Award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and which represents the best value to the Government. In making the best value determination, the Government will make a comparative assessment of the proposals with regard to price, delivery, and past performance. The following considerations may affect the trade-off determination:

- Whether or not an item is used in a weapons system or is a personnel support item
- Item delivery and quality history
- Inventory status
- Delivery schedule/urgency of the item
- Limited number of supply sources
- Benefits from obtaining new sources
- Difference in price

M22 - TRADE DISCOUNTS (DLAD 52.214-9002) (JUN 1983)

M26 - DELIVERY EVALUATION FACTOR (DEF) (DSCC 52.211-9C12) (OCT 1999)

(a) Offers will be evaluated based upon the delivery offered in DSCC Clause F20, Required Delivery with Delivery Evaluation Factor, and the formula set forth below in paragraph (c) of this provision. The Evaluated Price may include additive CLIN(s) and/or the value of any option CLIN(s). Calculations of the Evaluated Price are made on a line-by-line (CLIN-by-CLIN, subCLIN-by-subCLIN) basis for which an offer has been received. However, offers could be awarded on a total price basis only or by a CLIN/line basis.

For evaluation purposes only:

Offers with a Proposed Delivery Schedule which meets/is the same as the Required Delivery Schedule will be evaluated without an adjustment to their offered price.

Offers with a Proposed Delivery Schedule shorter/earlier than the Required Delivery Schedule will also be evaluated without an adjustment to their offered price.

Offers with a Proposed Delivery Schedule longer/later than the Required Delivery Schedule will have the evaluation factor adjustment added to their offered price.

(b) The DEF is based upon separate Center factors for Construction (S9C) FSCs/items and Electronic (S9E) FSCs/items. Currently, the factor for S9C FSCs/items is .00118; while for S9E FSCs/items, it is .00256. The factor represents the day/cost ratio (the cost per day due to late delivery) and is expressed as a portion of the overall contract cost.

(c) For DEF evaluation purposes only, the formula reflected below is used for this acquisition to calculate the DEF Price Adjustment and the Evaluated Price per line/CLIN.

[Total Offered Price per line x Evaluation Factor] x
[Offered Delivery per line - Govt's Required Delivery] +
Price Adjustment per line = Evaluated Price per line

Example:

DEF Factor: .00256 per day
Total Quantity: 30 ea CLIN 0001-20 ea; CLIN 0002-10 ea
Option Quantity: 30 ea
Govt's Required Delvty: CLIN 0001-90 days; CLIN 0002-60 days
FAT Delivery and Approval Time: 180 days

	(a)	(b)	(c)	(d)	(e)
	Quantity	Offered Unit Price	Offered Delivery	Govt's Required Delivery	Total Evaluation Factor
CLIN 0001	20	\$1,375.00	60	90	\$27,500.00
0002	10	\$1,500.00	60	60	\$15,000.00
5001AA	20	\$1,375.00	60	90	\$27,500.00
5001AB	10	\$1,500.00	60	60	\$15,000.00
9907	1	\$1,000.00	180	180	---

(f)	(g)	(h)	(i)
	Difference in		Evaluated

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0750-04-R-2726

PAGE OF PAGES

24

24

Evaluation Factor	Offered and Govt's Required Delivery (d - c)	Price Adjustment (e x f x g)	Price (Per Line) (e + h)
.00256	-30	0	\$27,500.00
.00256	0	0	\$15,000.00
.00256	-30	0	\$27,500.00
.00256	0	0	\$ 1,000.00

Total Evaluated Price \$86,000.00

M31 - EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)